

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Kevin Jeffries, 1st District Supervisor

SUBMITTAL DATE:
July 2, 2014

SUBJECT: Approval of Riverside County Children and Families Commission Funding Contract for funding for Child Care Operations with the Renu-Hope Foundation at the Mead Valley Community Center and approval of Revenue Lease Agreement with Renu-Hope Foundation, District 1/District 1

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Funding Contract with the Riverside County Childrens and Families Commission;
2. Approve the Revenue Lease Agreement with Renu Hope Foundation; and
3. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute documents necessary to complete this transaction.

BACKGROUND: The Economic Development Agency completed the construction of the Mead Valley Community Center in 2013 in the Perris area which includes approximately 36,000 square feet of Community Center space, recreational field and parking facilities on approximately 6.86 acres. The Center is designed to provide a wide variety of community services. Since the completion of the Center, the Agency has completed agreements with various operators and County Departments to occupy space at the Center, and to provide medical/dental services, family counseling and family resources, job services for youth and culinary training education.

(Continued)



Kevin Jeffries, Supervisor, 1st District
Board of Supervisors

Kevin Jeffries, 1st District Supervisor

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BACKGROUND: (Continued)

In addition, the Agency has completed a Request for Proposal for Child Care Operators for the Center, and has identified and selected the Renu-Hope Foundation, a Child Care Operator. The Renu Hope Foundation is a 501(c) (3) entity that is a community based organization established to afford families with community based subsidized child care and programs that provide families with vocational and education training that lead to self-sufficiency. The Renu-Hope Foundation will establish a Child Care program at the Center for up to 104 children from infants and up to age eleven. The Renu-Hope Foundation will execute a Lease Agreement with the County for occupancy of the Center. The term of the agreement will be for a period of Five (5) Years with two (2) options to renew the agreement for one year each. The Renu-Hope Foundation will pay for maintenance, custodial, and utilities at the facility in exchange for providing their Child Care services and related programs. The budget for the potential seven year agreement is \$463,913.

To comply with the state of California Child Care licensing requirements and Title 22 statutory requirements, certain above standard improvements will be required at the facility. These improvements include certain safety features such as panic bars, a wrought iron gate, foam rubber playground base, and divider fencing, gates and mesh. Also required are additional kitchen appliances and sink/cabinetry related improvements and additional electrical circuits. The budget for these improvements is \$263,771.

Also, in addition to the furniture already provided in the original Mead Valley Community Center project, the Renu-Hope Foundation will require additional furniture and equipment and supplies. The budget for these items is \$36,001.

Therefore, the total budget is summarized as follows:

Request	Amount Required
Facility Operational Expenses	\$463,913
Title 22 Improvements	\$263,771
Furniture and Equipment	\$ 36,001
Total Request	\$763,685

Neither the Agency or the Renu-Hope Foundation have funds available for this request. Therefore, Agency representatives made a presentation to the Riverside County Childrens and Families Commission on June 11, 2014 to request \$763,685 in funds for the above expenditures which would allow the Agency to procure the Renu-Hope Foundation to provide the needed Child Care Services at the Mead Valley Community Center.

The Commission approved the Agency's request.

The purpose of this Form 11 is to obtain Board approval of the Riverside County Childrens and Families Commission Contract for the funding and also to obtain Board approval of the Lease Agreement for the Renu-Hope Foundation to occupy the premises and provide the needed Child Care Services.

(Continued)

Kevin Jeffries, 1st District Supervisor

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Impact on Citizens and Businesses

The providing of Child Care Services will have a positive impact on the community. In addition to the Child Care Services provided, Renu-Hope will provide adult basic education such as English as a second language (ESL), Graduation Equivalency Diploma (GED) and Financial Literacy. It will also support low income families with subsidized and/or affordable quality early care and education, and support academically at risk learners to prepare for full school readiness.

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LEASE AGREEMENT

County of Riverside and
Renu-Hope Foundation, a California Non-Profit Organization

This LEASE AGREEMENT ("Agreement ") is made and entered into on this _____ day of _____, 2014, by and between the **County of Riverside**, a political subdivision of the State of California, ("County,") and **Renu-Hope Foundation**, a California Non-Profit Organization, ("Lessee,") for the property described below upon the following terms and conditions:

RECITALS

WHEREAS, the County is the owner of certain real property, commonly known as the Mead Valley Community Center including all improvements for a Child Care Center on Floor 1 consisting of approximately 10,000 square feet, located at 21091 Rider Street, Perris, California ; and

WHEREAS, in accordance with California Government Code Section 26227, the County may make available, by a real estate transaction, in this case a Lease Agreement transaction, to a public agency, nonprofit corporation, or nonprofit association any county real property which is not needed for county purposes, to be used to carry out community programs, upon terms and conditions determined by the Board of Supervisors to be in the best interests of the County and the general public; and

WHEREAS, the County has determined that there is a program needed that would serve a public purpose of providing child care and comprehensive family care to the local community; and

WHEREAS, the County desires to provide building space at the Mead Valley Community Center for this purpose; and

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1 **WHEREAS**, the Renu-Hope Foundation, a non-profit organization, provides
2 child care and comprehensive family care services in various communities in Riverside
3 County;

4 **WHEREAS**, Renu-Hope Foundation desires to enter into a lease agreement
5 with County;

6 **NOW, THEREFORE**, in consideration of the preceding promises and the mutual
7 covenants and for other good and valuable consideration, the parties hereto do hereby
8 agree as follows:

9 **SECTION 1. Property Description.**

10 The property is known as the Mead Valley Community Center and is located at
11 21091 Rider Street, Perris, California, as more particularly shown on Exhibit A,
12 attached hereto and incorporated herein by reference and made a part of this Lease
13 Agreement.

14 **SECTION 2. Premises.**

15 (a) The premises hereby consist of approximately 10,000 square feet
16 located at 21091 Rider Street, Perris, California, and consist of a portion of the
17 building space on the first floor of the Mead Valley Community Center (the "Premises")
18 as more particularly shown on Exhibit A-1 attached hereto and incorporated herein by
19 reference and made a part of this Lease Agreement.

20 (b) Upon execution of this Lease Agreement, Lessee accepts the Premises
21 in its condition suitable for use, subject to all applicable restrictions of record, zoning
22 and other laws regulating the use of the Premises and subject to the Improvements to
23 be completed by County as set forth in section 7 of this agreement. Lessee
24 acknowledges that County has made no representations of warranty as to the
25 suitability of the Premises for the conduct of Lessee's business except as otherwise
26 expressly agreed to in writing, or the physical condition of the Property.

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1 **SECTION 3. Use.**

2 (a) Lessee shall occupy the Premises for the purpose of providing Child Care
3 and Comprehensive Family Services, any other use must be consented to by the
4 County.

5 (b) Lessee agrees that the use of the Premises and services provided as set
6 forth in this section will continue for the term of this Lease Agreement and any
7 subsequent term extensions.

8 **SECTION 4. Term.** This Lease Agreement shall be effective upon the date of
9 its full execution by the parties hereto. The term of this Lease Agreement shall be for a
10 period of five (5) years (the "Term") commencing on the earlier of (a) the date Lessee
11 occupies the Premises, or (b) the date on which Lessee accepts the Premises for
12 occupancy.

13 **SECTION 5. Monthly Rent.** *Amuel* *SPV*

14 (a) Lessee shall pay the County the sum of \$1.00 as consideration for the
15 Premises on the date of this Agreement.

16 **SECTION 6. Options to Extend.**

17 (a) **Option to Extend Term.** County grants to Lessee two (2) options to
18 extend the Term ("Extension Option"). Each Extension Option shall be for a period of
19 one (1) year, subject to the conditions described in this Section 6. These Extension
20 Options shall only be granted to Lessee provided Lessee is not in default pursuant to
21 Section 19 of this agreement and County has not exercised County's termination rights
22 as set forth in Section 20.

23 (b) **Exercise of Option.** The Extension Option(s) shall be exercised by
24 Lessee delivering to County written notice thereof of no later than sixty (60) days prior
25 to the expiration of the term of this Agreement or respective extended option term.
26 Lessee shall pay \$1.00 as consideration for each option period, and include payment
27 together with written notice.

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1 (c) **Option Period Rent.** The Rent for the option periods shall be \$1.00 for
2 each option period.

3 **SECTION 7. Improvements by County.** County shall at its sole cost and
4 expense complete the Improvements necessary to provide occupancy to Lessee. All
5 Improvements shall be completed as described and set forth in Exhibit B, attached
6 hereto and by this reference made a part of this Agreement.

7 **SECTION 8. On-Site Improvements by Lessee.**

8 (a) Any alterations, improvements or installation of fixtures to be undertaken
9 by Lessee shall have the prior written consent of County after Lessee has submitted
10 proposed plans for such alterations, improvements or fixtures to County in writing.

11 (b) Lessee agrees to submit any construction and capital improvement plans
12 for the Premises to County for review and approval prior to installation or construction,
13 any alterations and improvements to be made, and fixtures installed, or caused to be
14 made and installed, by Lessee shall become the property of County with the exception
15 of trade fixtures as such term is used in section 1019 of the Civil Code. Lessee
16 understands and agrees that such improvements, alterations and installation of fixtures
17 are subject to state and local building and safety codes and other applicable permits
18 (see County of Riverside Ordinances No. 348 and 457), applicable fire codes, and
19 federal laws, including the Americans with Disabilities Act.

20 **SECTION 9. Signs.** Lessee shall not erect, maintain or display any signs or
21 other forms of advertising upon the premises without first obtaining the written approval
22 of County, which approval shall be in County's sole discretion.

23 **SECTION 10. Furniture.** County shall provide Lessee with certain furniture
24 owned by County as set forth in Exhibit C, attached hereto and by reference made a
25 part of this Lease Agreement, and said furniture shall remain within the premises. In
26 the event Lessee vacates the premises at the expiration or other termination pursuant
27 to this agreement, said furniture shall remain in the premises and shall remain County
28 property. Lessee shall be responsible for maintaining any furniture provided by

1 County. Lessee, at its expense, may provide additional furniture and shall be
2 responsible for its maintenance and repair.

3 **SECTION 11. Operational Reimbursement Cost.**

4 (a) **Utilities.** County shall provide all utilities, including but not limited to
5 electricity, water, and refuse collection. Lessee shall be solely responsible for the cost
6 of their telephone and data services.

7 (b) **Maintenance.**

8 (1) County shall be responsible for all interior and exterior
9 maintenance of the premises.

10 (2) County shall be responsible for providing routine monitoring and
11 maintenance of the fire alarm system, fire extinguishers, and the fire sprinkler system,
12 if applicable.

13 (3) County shall maintain the mechanical room and other major
14 equipment connected to this facility.

15 (4) In the event any damage or injury to the premises is caused by the
16 negligent acts or negligence of Lessee, its officers, employees, clients, agents, guests,
17 invitees, subcontractors or independent contractors, then any repairs made by the
18 County or its contractor to restore the leased premises shall be paid by Lessee within
19 thirty (30) days upon a billing and accounting as provided by the County.

20 **SECTION 12. Custodial Services.** Lessee shall provide, or cause to be
21 provided and pay for all custodial services in connection with the premises.

22 **SECTION 13. Parking.** Lessee shall utilize the adjacent parking facilities on the
23 property for its employees, customers and invitees.

24 **SECTION 14. Taxes, Assessments and Fees.**

25 (a) Lessee recognizes and understands the terms of this Lease Agreement
26 may result in the creation of a possessory interest, subject to taxation. Lessee shall be
27 responsible for the payment of possessory interest taxes levied on such interest.
28 Lessee shall be responsible for the payment of, and shall timely pay, all taxes,

1 including personal property taxes, assessments, and fees assessed or levied upon
2 Lessee, unless Lessee procures an exemption making Lessee exempt from the tax
3 through the Assessor's office.

4 (b) Lessee further agrees not to allow such taxes, assessments, including
5 personal property taxes, assessments, or fees to become a lien against said premises
6 or any improvement thereon. Nothing herein contained shall be deemed to prevent or
7 prohibit Lessee from applying for an exemption from the tax through the Assessor's
8 office, or, contesting the validity of amount of any such tax, assessment, or fee in any
9 manner authorized by law.

10 **SECTION 15. Inspection of Premises.** County, through its duly authorized
11 agents, shall have the right to enter the premises for the purpose of inspecting,
12 monitoring, and evaluating the obligations of Lessee hereunder and for the purpose of
13 doing any and all things which it is obligated and has a right to do under this Lease
14 Agreement.

15 **SECTION 16. Quiet Enjoyment.** Lessee shall have, hold and quietly enjoy the
16 use of the premises so long as it shall fully and faithfully perform the terms and
17 conditions that it is required to do under this Lease Agreement.

18 **SECTION 17. Compliance with Government Regulations.** Lessee shall, at
19 Lessee's sole cost and expense, comply with the requirements of all local, state and
20 federal statutes, regulations, rules, ordinances and orders now in force or which may
21 be hereafter in force, pertaining to the premises. Any final judgment, decree or order of
22 any court of competent jurisdiction, or the admission of Lessee in any action or
23 proceedings against Lessee that Lessee has violated any such statutes, regulations,
24 rules, ordinances or orders in the use of the premises, shall be conclusive of that fact
25 as between County and Lessee.

26 **SECTION 18. Nondiscrimination.** Lessee herein covenants by and for
27 himself or herself, his or her heirs, executors, administrator, and assigns, and all
28 persons claiming under or through them, that this Agreement is made and accepted

1 upon and subject to the following conditions: That there shall be no discrimination
2 against or segregation of any person or group of persons on account of any basis listed
3 in subdivision (a) or (d) of section 12955 of the Government Code, and also defined in
4 sections 12926 and 12926.1 in the transferring, use, occupancy, tenure or enjoyment
5 of the Property herein occupied, nor shall the Lessee himself or herself, or any
6 persons claiming under or through him or her, establish or permit any such practice or
7 practices of discrimination or segregation with reference to the selection, location,
8 number, use or occupancy of invitees, third parties or vendees in the Property herein
9 conveyed. The foregoing covenants shall run with the land.

10 **SECTION 19. Default.**

11 (a) Lessee shall be in default if the Premises is used for any purpose other
12 than that authorized in the Agreement, fails to maintain the Premises or the
13 improvements in the manner provided for in the Agreement, fails to pay any installment
14 of rent or other sum when due as provided for in the Agreement, fails to comply with or
15 perform any other covenant, condition, provision or restriction provided for in the
16 Agreement, abandons the Premises, allows the Premises to be attached, levied upon,
17 or seized under legal process, or if the Lessee files or commits an act of bankruptcy,
18 has a receiver or liquidator appointed to take possession of the Premises, or commits or
19 permits waste on the Premises (collectively referred to as a "Default"), then the Lessee
20 shall be deemed in default under the terms of the Agreement.

21 (b) In case of Default, County shall provide a thirty (30) day written notice to
22 Lessee to remedy any and all defaults. Upon the failure of Lessee to properly address
23 default provisions, County shall have the right to terminate this Agreement and retake
24 possession of the Property together with all additions, alterations, and improvements
25 thereto. County shall also retain all rights to seek any and all remedies at law or in
26 equity.

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1 **SECTION 20. Termination by County.** Notwithstanding the provisions of
2 Default, County shall have the right to immediately terminate this Agreement for the
3 following:

4 (a) In the event a petition is filled for voluntary or involuntary bankruptcy for
5 the adjudication of Lessee as debtors.

6 (b) In the event of abandonment of the premises by Lessee.

7 (c) In the event Lessee is deemed in default pursuant to Section 19 and
8 Lessee fails or refuses to perform, keep or observe any of Lessee's duties or
9 obligations hereunder; provided, however, that Lessee shall have thirty (30) days in
10 which to correct Lessee's breach or default after written notice thereof has been
11 served on Lessee by County.

12 **SECTION 21. Insurance.** Lessee shall during the term of this Lease
13 Agreement procure at its sole cost and expense and keep in full force and effect from
14 the commencement date of this Lease Agreement continuing until the end of the term
15 of the Lease Agreement the following insurance coverages:

16 (a) Workers' Compensation. Procure and maintain Workers' Compensation
17 Insurance as prescribed by the laws of the State of California.

18 (b) Comprehensive General Liability. Procure and maintain Comprehensive
19 Broad Form General Liability insurance coverage that shall protect Lessee from
20 claims including, but not limited to, damages for premises liability, contractual liability,
21 personal and advertising injury (broad form) which may arise from or out of Lessee's
22 operation use and management of the premises and grounds or the performance of its
23 obligations hereunder, whether such operations, use or performance be by Lessee, by
24 any subcontractor, vendor, or by anyone employed directly or indirectly by either of
25 them or volunteers serving either of them. Such insurance shall name County of
26 Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees,
27 agents or representatives as additional insureds with respect to this Leasing
28 Agreement and the obligations hereunder with limits not less than \$1,000,000 per

1 occurrence combined single limit. Policy shall provide for \$5,000 in medical payments
2 coverage per occurrence, and fire legal liability in an amount not less than \$50,000 per
3 occurrence.

4 (c) Vehicle Liability. Lessee shall procure auto liability as required by the
5 State of California.

6 (d) All Risk Real and Personal Property.

7 (1) The premises will continue to remain insured by the County
8 Property Program at no additional cost to Lessee. The County of Riverside shall
9 continue to be responsible for all risk, earthquake and flood deductibles.

10 (2) The premises will continue to remain insured by the County
11 Boiler and Machinery Program. The County of Riverside shall continue to be
12 responsible for any and all deductibles relating to Boiler and Machinery insurance
13 coverage.

14 (e) General Insurance Provisions.

15 (1) Any insurance carrier providing insurance coverage
16 hereunder shall be admitted to the State of California unless waived, in writing, by
17 County Risk Manager, and such carrier(s) shall have an A.M. BEST rating of not less
18 than an A:VII (A:8). In addition, any deductibles or self-insured retentions must be
19 declared by such carrier(s) and such deductibles and retentions shall have the prior
20 consent, in writing, from the County Risk Manager and, at the election of the County
21 Risk Manager, such carriers shall be notified in writing and shall either: (1) reduce or
22 eliminate such deductibles or self-insured retentions relating to the County of
23 Riverside, its officers, employees or agents, or (2) procure a bond which guarantees
24 payment of losses and related investigations, claim(s) administration and defense
25 expenses and costs. If no written notice is received from County Risk Manager within
26 ten (10) days of the acceptance of agreement then such deductibles or self -insured
27 retentions shall be deemed acceptable.

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1 (2) Lessee shall cause its insurance carrier(s) to furnish the
2 County of Riverside with either (1) properly executed original Certificate(s) of Insurance
3 and certified original copies of endorsements effecting coverage as required herein, or
4 (2) if requested to do so, in writing, by County Risk Manager, provide original Certified
5 copies of policies including all endorsements and any and all attachments thereto,
6 showing that such insurance is in full force and effect, and County of Riverside, its
7 Directors, Officers, Special Districts, Board of Supervisors, elected officials, employees,
8 agents or representatives are named as additional insureds with respect to this Lease
9 Agreement and the obligations of Lessee hereunder. Further, said Certificate(s) and
10 policies of insurance shall contain the covenant of the insurance carrier(s) that thirty
11 (30) days' written notice shall be given to the County of Riverside prior to any
12 modification, cancellation, expiration or reduction in coverage of such insurance. In the
13 event of any such modification, cancellation, expiration or reduction in coverage and on
14 the effective date thereof, this Lease Agreement shall terminate forthwith, unless the
15 County of Riverside receives prior to such effective date another properly executed
16 original Certificate of Insurance and original copies of endorsements or certified original
17 policies including all endorsements and attachments thereto evidencing coverages set
18 forth herein and the insurance required herein is in full force and effect. Lessee shall
19 not take possession or otherwise occupy or use the premises until the County of
20 Riverside has been furnished original Certificate(s) of Insurance and certified original
21 copies of endorsements or policies of insurance including all endorsements and any
22 and all other attachments as required in this Section. The original endorsements for
23 each policy and the Certificate of Insurance shall be signed by an individual authorized
24 by the insurance carrier to do so on its behalf.

25 (3) It is understood and agreed to by the parties hereto, and the
26 insurance company(s), Certificate(s) of Insurance and policies shall so covenant and
27 shall be construed as primary and County's insurance and/or deductibles and/or self-
28 insured retentions or self-insured programs shall not be construed as contributory.

1 (f) Professional Liability. Lessee shall procure and maintain professional
2 liability insurance coverage to protect from any liability whatsoever based on or
3 asserted by any claim, act or omission of Lessee, its officers, agents, employees,
4 subcontractors and independent contractors, relating to or in any way connected with
5 or arising from the agreement and/or for any error or omission by Lessee its
6 employees, agents, Officers or subcontractors. The amount of such insurance shall
7 not be less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 in
8 the aggregate.

9 **SECTION 22. Hold Harmless.**

10 (a) Lessee represents that it has inspected the premises, accepts the
11 condition thereof and fully assumes any and all risks incidental to the use thereof.
12 County shall not be liable to Lessee its officers, agents, employees, subcontractors or
13 independent contractors for any personal injury or property damage suffered by them
14 which may result from hidden, latent or other dangerous conditions in, on, upon or
15 within the premises; provided, however, that such dangerous conditions are not caused
16 by the sole negligence of County, its officers, agents or employees.

17 (b) Lessee shall indemnify and hold County, its officers, agents, employees
18 and independent contractors free and harmless from any liability whatsoever, based or
19 asserted upon any act or omission of Lessee, its officers, agents, employees,
20 subcontractors and independent contractors, for property damage, bodily injury, or
21 death (Lessee's employee included) or any other element of damage of any kind or
22 nature, relating to or in anywise connected with or arising from its use and
23 responsibilities in connection therewith of the premises or the condition thereof, and
24 Lessee shall defend, at its expense, including without limitation, attorney fees, expert
25 fees and investigation expenses, County, its Board of Supervisors, officers, agents,
26 employees and independent contractors in any legal action based upon such alleged
27 acts or omissions. The obligations to indemnify and hold County free and harmless
28 herein shall survive until any and all claims, actions and causes of action with respect

1 to any and all such alleged acts or omissions are fully and finally barred by the
2 applicable statute of limitations.

3 (c) The specified insurance limits required in Section 21 above shall in no
4 way limit or circumscribe Lessee's obligations to indemnify and hold County free and
5 harmless herein.

6 **SECTION 23. Assignment.** Lessee shall not assign, sublet, mortgage,
7 hypothecate or otherwise transfer in any manner any of its rights, duties or obligations
8 hereunder to any person or entity without the prior written consent of County being first
9 obtained, which consent shall be in the absolute discretion of County. In the event of
10 any such transfer, as provided in this Section, Lessee expressly understands and
11 agrees that it shall remain liable with respect to any and all of the obligations and
12 duties contained in this Agreement.

13 **SECTION 24. Indemnification.** Unless due to the active negligence of the
14 County, Lessee shall indemnify and hold harmless the County of Riverside, its
15 agencies, districts, special districts and departments, their respective directors, officers,
16 Board of Supervisors, elected and appointed officials, employees, agents and
17 representatives ("County Parties") from any liability whatsoever, based or asserted
18 upon any act or omission of Lessee, its officers, employees, subcontractors, agents or
19 representatives arising out of or in any way relating to or in any way connected with the
20 premises or this Agreement, including but not limited to property damage, bodily injury,
21 or death or any other element of any kind or nature whatsoever. Lessee shall defend,
22 at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of
23 investigation, defense and settlements or awards, County Parties in any claim or action
24 based upon such alleged acts or omissions.

25 With respect to any action or claim subject to indemnification herein by Lessee,
26 Lessee shall, at their sole cost, have the right to use counsel of their own choice and
27 shall have the right to adjust, settle, or compromise any such action or claim without
28 the prior consent of County; provided, however, that any such adjustment, settlement

1 or compromise in no manner whatsoever limits or circumscribes Lessee's
2 indemnification to County as set forth herein.

3 Lessee's obligation hereunder shall be satisfied when Lessee has provided to
4 County the appropriate form of dismissal relieving County from any liability for the
5 action or claim involved.

6 The specified insurance limits required in this Agreement shall in no way limit or
7 circumscribe Lessee's obligations to indemnify and hold harmless the County herein
8 from third party claims.

9 In the event there is conflict between this clause and California Civil Code
10 section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
11 interpretation shall not relieve the Lessee from indemnifying the County to the fullest
12 extent allowed by law.

13 The paragraphs of this Section 24 shall survive the expiration or earlier
14 termination of this Agreement until all claims against County Parties involving any of
15 the indemnified matters are fully, finally, and absolutely barred by the applicable
16 statutes of limitations.

17 **SECTION 25. Toxic Materials.** During the term of this Agreement and any
18 extensions thereof, Lessee shall not violate any federal, state or local law, ordinance or
19 regulation, relating to industrial hygiene or to the environmental condition on, under or
20 about the premises, including, but not limited to, soil and groundwater conditions.
21 Further, Lessee, its successors, and assigns, shall not use, generate, manufacture,
22 produce, store or dispose of on, under or about the premises or transport to or from the
23 premises any flammable explosives, asbestos, radioactive materials, hazardous
24 wastes, toxic substances or related injurious materials, whether injurious by
25 themselves or in combination with other materials (collectively, "hazardous
26 substances," "hazardous materials," or "toxic substances") in the Comprehensive
27 Environmental Response, Compensation and Liability Act of 1980, as amended, 42
28 U.S.C. section 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C.

1 section 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. section
2 6901, et seq; and those substances defined as "Hazardous Wastes" in section 25117
3 of the California Health and Safety Code or as "Hazardous Substances" in section
4 25316 of the California Health and Safety Code; and in the regulations adopted in
5 publications promulgated pursuant to said laws.

6 **SECTION 26. Free From Liens.** Lessee shall pay, when due, all sums of
7 money that may become due for any labor, services, material, supplies, or equipment,
8 alleged to have been furnished or to be furnished to Lessee, in, upon, or about the
9 premises, and which may be secured by a mechanic's, material man's or other lien
10 against the premises or County's interest therein, and will cause each such lien to be
11 fully discharged and released at the time the performance of any obligation secured by
12 such lien matures or becomes due; provided, however, that if Lessee desires to
13 contest any such lien, it may do so, but notwithstanding any such contest, if such lien
14 shall be reduced to final enforcement thereof is not promptly stayed, or if so stayed,
15 and said stay thereafter expires, then and in such event, Lessee shall forthwith pay and
16 discharge said judgment.

17 **SECTION 27. Employees and Agents of Lessee.** It is understood and
18 agreed that all persons hired or engaged by Lessee shall be considered to be
19 employees or agents only of Lessee and not of County.

20 **SECTION 28. Binding of Successors.** Lessee its assigns and successors in
21 interest, shall be bound by all the terms and conditions contained in this Lease
22 Agreement, and all the parties thereto shall be jointly and severally liable hereunder.

23 **SECTION 29. Waiver of Performance.** No waiver by County at any time of any
24 of the terms and conditions of this Lease Agreement shall be deemed or construed as
25 a waiver at any time thereafter of the same or of any other terms or conditions
26 contained herein or of the strict and timely performance of such terms and conditions.

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1 **SECTION 30. Severability.** The invalidity of any provision in this Lease
2 Agreement as determined by a court of competent jurisdiction shall in no way affect
3 the validity of any other provision hereof.

4 **SECTION 31. Governing Law; Venue.** This Agreement shall be governed by
5 and construed in accordance with the laws of the State of California. The County and
6 Lessee agree that this Agreement has been entered into at Riverside, California, and
7 that any legal action related to the interpretation or performance of the Agreement shall
8 be filed in the Superior Court for the State of California in Riverside, and the parties
9 hereby waive all provisions of law providing for a change of venue in such proceedings
10 to any other county.

11 **SECTION 32. Attorney's Fees.** In the event of any litigation or arbitration
12 between Lessee and County to enforce any of the provisions of this Agreement or any
13 right of either party hereto, the unsuccessful party to such litigation or arbitration
14 agrees to pay to the successful party all costs and expenses, including reasonable
15 attorneys' fees, incurred therein by the successful party, all of which shall be included
16 in and as a part of the judgment or award in such litigation or arbitration.

17 **SECTION 33. Notices.** Any notice shall be addressed to the respective parties
18 as set forth below:

19 <u>County:</u>	Lessee:
20 Real Estate Division	Renu-Hope Foundation
21 Economic Development Agency	802 Beaumont Avenue
22 3403 10 th Street, Suite 400	Beaumont, California 92223
23 Riverside, California 92501	(951) 845-3816
24 (951) 955-4820	

23 or to such other addresses as from time to time shall be designated by the respective
24 parties.

25 **SECTION 34. Personnel, Independent from County.** Lessee represents that
26 it has all the personnel required to perform the services necessary to operate under
27 this Agreement, including Child Care and Comprehensive Family Services, or will
28 subcontract for necessary services. Lessee personnel shall not be employed by, nor

1 have any direct contractual relationship with the County. The Lessee, its employees or
2 personnel under direct contract with the Lessee shall perform all services required
3 hereunder. Lessee and its agents, servants, and employees shall act at all times in an
4 independent capacity during the term of this Agreement and shall not act as, and shall
5 not be, nor shall they in any manner be construed to be agents, officers or employees
6 of the County.

7 **SECTION 35. Amendments.** This Agreement shall not be amended unless
8 such changes are mutually agreed upon by the County and the Lessee and shall be
9 incorporated in written executed amendments to this Agreement.

10 **SECTION 36. No Third Party Beneficiaries.** This Agreement is made and
11 entered into for the sole protection and benefit of the parties hereto. No other person or
12 entity shall have any right of action based upon the provisions of this Agreement.

13 **SECTION 37. Permits, Licenses and Taxes.** Lessee shall secure and
14 maintain, at its expense, all necessary permits and licenses as it may be required to
15 obtain and/or hold, and Lessee shall pay for all fees and taxes levied or required by
16 any authorized public entity.

17 **SECTION 38. County's Representative.** County hereby appoints the
18 Assistant County Executive Officer of the Economic Development Agency as its
19 authorized representatives to administer this Agreement.

20 **SECTION 39. Agent for Service of Process.** It is expressly understood and
21 agreed that in the event Lessee is not a resident of the State of California or it is an
22 association or partnership without a member or partner resident of the State of
23 California, or it is a foreign corporation, then in any such event, Lessee shall file with
24 the Assistant County Executive Officer of the Economic Development Agency, upon its
25 execution hereof, a designation of a natural person residing in the State of California,
26 giving his or her name, residence and business addresses, as its agent for the purpose
27 of services of process in any court action arising out of or based upon this Agreement ,
28 and the delivery to such agent of a copy of any process in any such action shall

1 constitute valid service upon Lessee. It is further expressly understood and agreed
2 that if for any reason service of such process upon such agent is not feasible, then, in
3 such event, Lessee may be personally served with such process out of this County and
4 that such service shall constitute valid service upon Lessee. It is further expressly
5 understood and agreed that Lessee is amenable to the process so served, submits to
6 the jurisdiction of the court so obtained and waives any and all objections and protests
7 thereto.

8 **SECTION 40. Entire Agreement.** This Agreement is intended by the parties
9 hereto as a final expression of their understanding with respect to the subject matter
10 hereof and as a complete and exclusive statement of the terms and conditions thereof
11 and supersedes any and all prior and contemporaneous agreements and
12 understandings, oral or written, in connection therewith. The Agreement may be
13 changed or modified only upon the written consent of the parties hereto.

14 **SECTION 41. Authority to Execute.** The persons executing this Agreement
15 on behalf of the parties to this Agreement hereby warrant and represent that they have
16 the authority to execute this Agreement and warrant and represent that they have the
17 authority to bind the respective parties to this Agreement and to the performance of its
18 obligations hereunder.

19 **SECTION 42. Approval of Supervisors.** Anything to the contrary
20 notwithstanding, this Agreement shall not be binding or effective until its approval and
21 execution by the Chairman of the Riverside County Board of Supervisors.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///


28 ///

1 IN WITNESS WHEREOF, COUNTY and LESSEE have executed this Agreement on
2 this day __ of _____, 2014.

3
4 COUNTY:
5 County of Riverside, a
6 Political subdivision of the State of
7 California

LESSEE:
Renu-Hope Foundation a California
Non-Profit Organization

8 By: _____
9 Jeff Stone, Chairman
10 Board of Supervisors

By: 
Its: Saovaros Diehl-Hope
Chief Executive Officer

11 ATTEST:
12 Kecia Harper-Ihem
13 Clerk of the Board

14 By: _____
15 Deputy

16
17
18 APPROVED AS TO FORM:
19 Pamela J. Walls, County Counsel

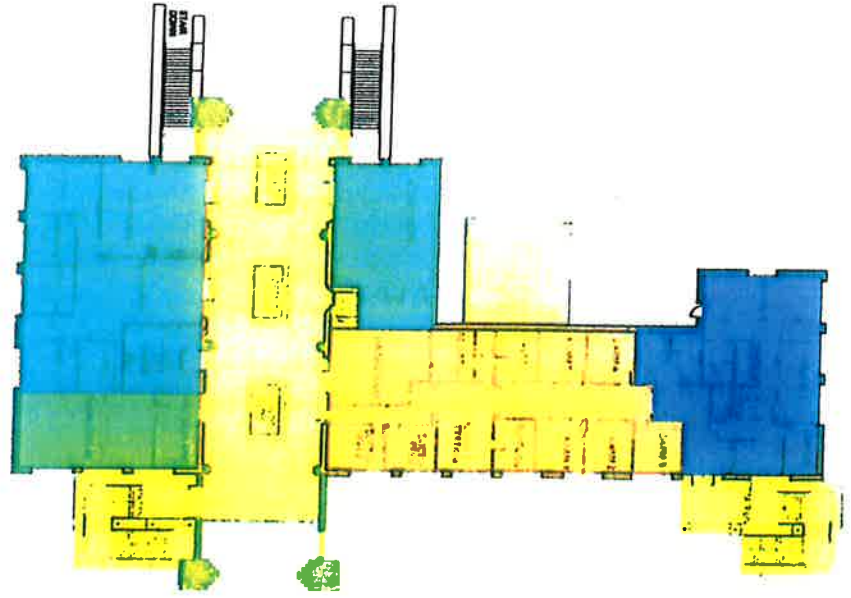
20 By: 
21 Patricia Munroe
22 Deputy County Counsel

23
24
25
26
27 TW:ra/062614/16.951 S:\Real Property\TYPING\Docs-16.500 to 16.999\16.951.doc

28

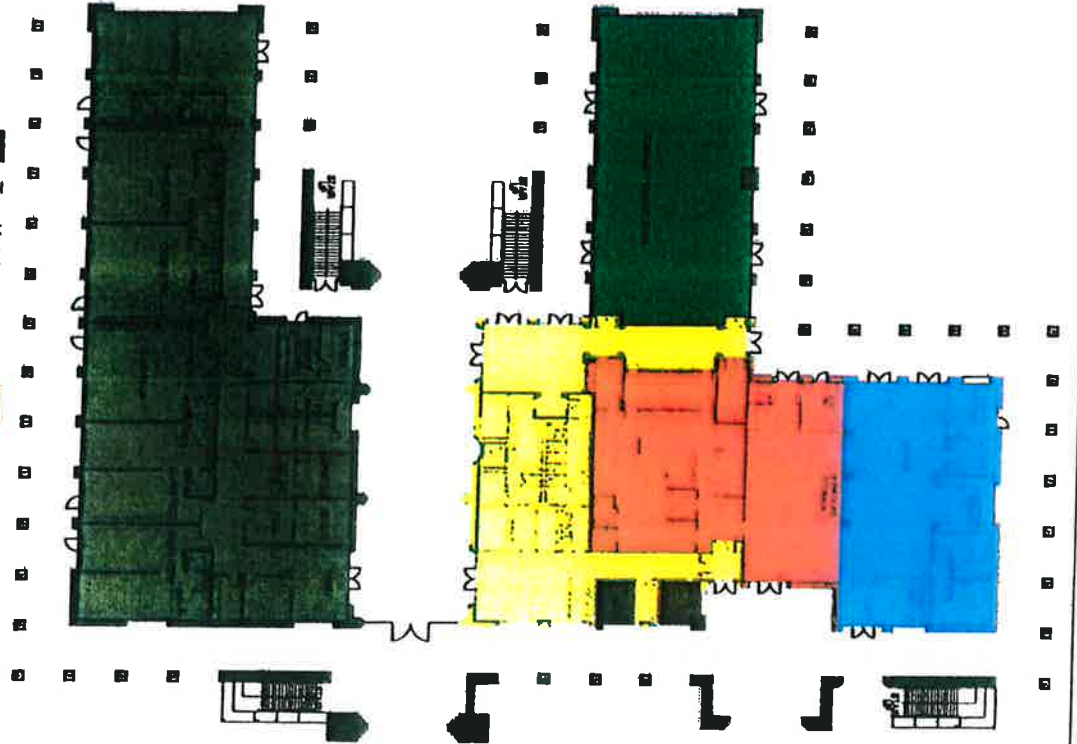
SECOND FLOOR


- Dental Operator
- Medical Operator
- DPSS
- WDC
- Common Care

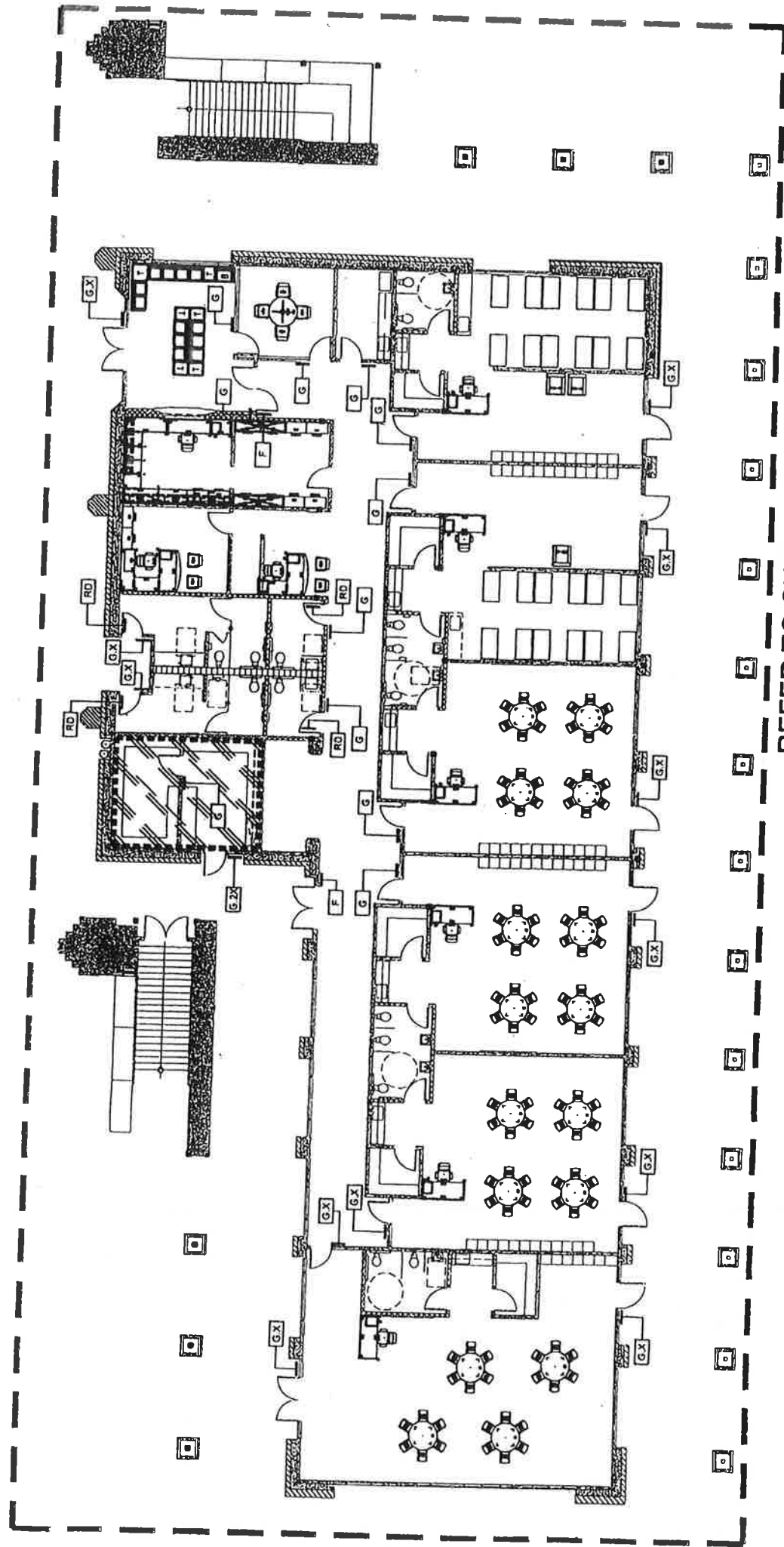


FIRST FLOOR

- Tom Ketchum
- Sheriff/Cade
- Banquet Room
- Common Care
- WDC
- Kitchen Operator
- Child Care Operator



<p>FILE: N/A</p> <p>PROJECT NO: N/A</p> <p>DATE: 01/09/13</p> <p>SCALE: B1</p> <p>PROJECT: 1 of 1</p>	<p>PROJECT TITLE</p> <p>Mead Valley Community Center 21091 Rider Street Perris, CA92507</p> <p>SHEET TITLE</p> <p>1st and 2nd Floor Space Plan</p>	<p>DIVISION</p> <p>SPACE MANAGEMENT</p> <p>3801 LANE ST. RIVERSIDE, CA 92507</p> <p>PH: (951) 944-9877 FAX: (951) 944-9882</p>																			
<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>				NO.	DATE	DESCRIPTION															
NO.	DATE	DESCRIPTION																			



REFER TO SHEET A10.1

SCOPE OF WORK

The following improvements will be made to the Mead Valley Child Care Center; specifically the five classrooms, children's bathrooms and outdoor play spaces indicated the following elements require modification in order to meet Department of Social Services, Title 22 Child Care Center Licensing Regulations.

1. Infant Classroom
 - a. Modify the existing sink to create a diaper changing and hand washing area
 - b. Add drinking fountain to existing sink area
 - c. Equip/install dishwasher and refrigerator in the food preparation sink area
 - d. Installation of permanent viewable wall for the crib (nap/resting) area
 - e. Installation of viewable half door into infant activity area
 - f. Installation of window treatments to include shade screen (window tinting) and mini blinds
2. Toddler Classroom
 - a. Installation of a diaper changing and hand washing area
 - b. Equip/install dishwasher and refrigerator for meals
 - c. Installation of viewable half door into toddler activity area
 - d. Installation of window treatments to include shade screen (window tinting) and mini blinds
3. Preschool Classroom
 - a. Installation of an adult L sized food preparation area to include sink, counter, dishwasher and refrigerator area
 - b. Installation of storage cabinets above adult L sized food preparation area
 - c. Installation of window treatment to include shade screen (window tinting) and mini blinds
4. Prekindergarten Classroom
 - a. Installation of an adult L sized food preparation area to include sink, counter, dishwasher and refrigerator area
 - b. Installation of storage cabinets above adult L sized food preparation area
 - c. Installation of window treatment to include shade screen (window tinting) and mini blinds
5. School age Classroom
 - a. Installation of food preparation counter and cabinets
 - b. Modify children's bathroom to create single unisex bathroom
 - c. Installation of window tinting
6. Preparation/Service Kitchen

- a. Installation of security door/lock to entrance
 - b. Installation of locks on cabinets
 - c. Installation of commercial grade refrigerator and dishwasher
7. Outdoor play areas
- a. Install panic hardware bars at both entrances
 - b. Modify fencing (to eliminate) gaps
 - c. Remove sand and replace with playground safety rated rubber surfacing
 - d. Relocate metal outdoor benches to causeway
 - e. Remove hazardous ground covering (i.e. cactus, succulents) and replace with material consistent with the property's ground covering material and irrigation system
 - f. Relocate existing shade structures
 - g. Install additional shade coverings as needed

To ensure the classroom environments meet or exceed criteria specified in the Infant Toddler Environmental Rating Scale (ITERS); Environmental Rating Scale for Preschool (ECERS); and School Age Environmental Rating Scale (SACERS), developmentally and culturally relevant furniture, materials, equipment and supplies will be required and reimbursed under this contract in accordance with the Attachment B - Budget.

May 29, 2014

Mead Valley Community Center

Child/Day Care Necessary Improvements

New exterior shades over equipment areas, includes architect fee.

Exterior rod Iron Gate for emergency exit, install panic bars.

Exterior divider fencing, gates and mesh – vinyl coated small chain link.

Electrical dedicated circuits for hand dryers, dishwashers and refrigerators.

Window film and roller shades.

Service Kitchen dishwasher and refrigerator cost.

Central Refrigerator, Room 119 (large classroom).

Hand Dryers for restrooms, total of (4).

Appliances for each Day Care Rooms, Dishwasher (6) and Refrigerator (5).

Changing Tables, stairs with handrails and steps (6)

Construction for walls, kitchenettes, drinking fountains, cabinets etc.

Plumbing for new dishwashers, hand wash sinks (wall mount) and DF spigots

6'x3' Enclosed Cork Bulletin Boards with Aluminum Frame

Exterior playground removal of sand and mulch, replace with formed rubber.

Safety Issues – Screen in 2nd floor light wells to prevent fall hazard.

eco™ Sectional Shelf Storage - Preschool		6	\$175.29	\$1,051.74
<input type="checkbox"/>	2	<input type="checkbox"/>		
			\$145.64	\$291.28
Easy View Book Display				
<input type="checkbox"/>	2	<input type="checkbox"/>		
Blue Couch - Assembled			\$251.43	\$502.86
<input type="checkbox"/>	2	<input type="checkbox"/>		
162 Best Value Unit Blocks			\$209.99	\$419.98
<input type="checkbox"/>	1	<input type="checkbox"/>		
6-Seat "Fat Tire" Bye-Bye Buggy®			\$1,149.99	\$1,149.99
Angeles® SpaceLine® Single Toddler Cot	16		\$33.99	\$543.84
<input type="checkbox"/>	6	<input type="checkbox"/>		
			\$8.95	\$53.70
Bye-Bye Buggy® Seatbelt				
<input type="checkbox"/>	5	<input type="checkbox"/>		
Hamilton™ CD/Cassette Player			\$89.99	\$449.95
<input type="checkbox"/>	2	<input type="checkbox"/>		
First Responder™ Evacuation Crib			\$399.99	\$799.98
<input type="checkbox"/>	5	<input type="checkbox"/>		
Blue Toddler Trike Helmet			\$14.49	\$72.45
<input type="checkbox"/>	2	<input type="checkbox"/>		
Rainbow Reading Center - 5 Pieces			\$399.95	\$799.90
<input type="checkbox"/>	1	<input type="checkbox"/>		
Soft Tunnel Set			\$399.89	\$399.89
<input type="checkbox"/>	1	<input type="checkbox"/>		
5"10" X 8"4" Rain Forest Carpet			\$259.94	\$259.94
<input type="checkbox"/>	4	<input type="checkbox"/>		
Acrylic Framer			\$92.99	\$371.96
Simmons Kids® Scottsdale Compact Day Care Crib	4		\$319.99	\$1,279.96
<input type="checkbox"/>	2	<input type="checkbox"/>		
Science Table			\$215.96	\$431.92
Angeles® SpaceLine® Single Standard Cot	25		\$34.99	\$874.75
<input type="checkbox"/>	2	<input type="checkbox"/>		
Toddler Adjustable Easel			\$91.99	\$183.98
<input type="checkbox"/>	1	<input type="checkbox"/>		
Parlor Seating Group			\$499.99	\$499.99
<input type="checkbox"/>	2	<input type="checkbox"/>		
One Stop Music Media			\$319.95	\$639.90
<input type="checkbox"/>	1	<input type="checkbox"/>		
Toddler Kitchen - 3 Piece Set			\$376.47	\$376.47
<input type="checkbox"/>	2	<input type="checkbox"/>		
Infant Coordination Mirror			\$148.79	\$297.58
4' x 6' Quartet Cork Board with Aluminum Frame	10		\$120.89	\$1,208.90
<input type="checkbox"/>	3	<input type="checkbox"/>		
Small Blue Sensory Table			\$62.99	\$188.97
<input type="checkbox"/>	3	<input type="checkbox"/>		
Small Blue Sensory Table - Lid			\$24.99	\$74.97
<input type="checkbox"/>	48	<input type="checkbox"/>		
Angeles® Standard Cot Sheet			\$8.49	\$407.52
<input type="checkbox"/>	2	<input type="checkbox"/>		
Starry Night Activity Mat			\$111.39	\$222.78
<input type="checkbox"/>	2	<input type="checkbox"/>		
Alphabet Value Rug, 6' x 9'			\$136.72	\$273.44
<input type="checkbox"/>	1	<input type="checkbox"/>		
Angeles Value Line™ Book Display			\$89.95	\$89.95

Preschool Kitchen - 3 Piece Set	2	UPDATE	\$546.79	\$1,093.58
Berries® Prism Activity Table - Kidney, 48" x 72"	4		\$239.93	\$959.72
Primary Adjustable Easel	4	UPDATE	\$135.00	\$540.00
Berries® Prism Activity Table - Rectangle, 30" x 48"	3		\$141.58	\$424.74
Toddler Cot Sheet	32	UPDATE	\$8.49	\$271.68
8" Angeles® SilverRider® Toddler Trike	3	UPDATE	\$134.95	\$404.85
Red Child Trike Helmet	4	UPDATE	\$14.49	\$57.96
Infant Soft Bye-Bye Buggy® Seat	3	UPDATE	\$119.99	\$359.97
Tranquil Pond Value Rug - 4' x 6'	2	UPDATE	\$80.99	\$161.98
Corner Ridge Climber	2	UPDATE	\$853.32	\$1,706.64
Angeles Value Line™ Double Computer Station	2	UPDATE	\$239.95	\$479.90
12" Angeles® SilverRider® Trike	4	UPDATE	\$139.95	\$559.80
10" Angeles® SilverRider® Trike	1	UPDATE	\$129.95	\$129.95
eco™ Sectional Shelf Storage - Toddler	5		\$167.39	\$836.95
Match the Dot Blocks	1	UPDATE	\$68.16	\$68.16
4' x 8' Quartet Cork Board with Aluminum Frame	10	UPDATE	\$148.79	\$1,487.90
Single Row Bye-Bye Buggy® Canopy	2	UPDATE	\$48.99	\$97.98
Maxi Script-N-Skills Station	2	UPDATE	\$555.32	\$1,110.64
			Sub Total	\$24,970.94
			Est. Shipping	3731.72
			TAX	2152.48
			TOTAL	\$30,855.14

Renu-Hope Child Care Center
Mead Valley Community Center
21091 Rider, Perris, California

Furniture Inventory

Room 101

Reception area counter
1 filing cabinet on counter

Room 101A

7 chairs
1 round table
1 small square table

Lobby 101A

2 chairs corner unit 4 chairs
Square unit 2 seater

Room 104

1 u shaped desk
1 chair with caster rollers
2 chairs with arms

Room 114

1 desk and chair

Room 115

1 desk/secretarial chair
1 white board

Room 116

1 desk/secretarial chair
8 48" round child size tables
24 child/toddler chairs with arms
40 toddler chairs without arms

Room 117

56 child/toddler chairs
8 48" round child size tables

Room 118

16 48" round child size tables
4 desks
1 desk/filing desk
48 small chairs
6 blue child size chairs
8 chairs with caster rollers
5 regular plastic chairs
1 medium table

Room 119

2 4 x 4 square tables
2 chairs with caster rollers
1 desk
5 cork boards
8 6 x 4 tables


EXHIBIT C

1 IN WITNESS WHEREOF, COUNTY and LESSEE have executed this Agreement on
2 this day __ of _____, 2014.

3
4 COUNTY:
5 County of Riverside, a
6 Political subdivision of the State of
7 California

LESSEE:
Renu-Hope Foundation a California
Non-Profit Organization

8 By: _____
9 Robert Field,
10 Assistant County Executive Officer

By: 
Its: Saovaros Diehl-Hope
Chief Executive Officer

11 APPROVED AS TO FORM:
12 Pamela J. Walls, County Counsel

13
14 By: _____
15 Patricia Munroe
16 Deputy County Counsel

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28

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
CONTRACT
INVESTMENT OF FUNDS
2002 Iowa Avenue Suite 100
Riverside, California 92507

RCCFC AWARD: **15116 OP**
CONTRACTOR: **County of Riverside,
Economic Development Agency**
CONTRACT TERM: **07/01/14 – 09/30/2021**
MAXIMUM REIMBURSABLE AMOUNT: **\$763,685.00**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed the amount listed above.

Compensation: The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the "Contract") is \$763,685.00, awarded by the Riverside County Children and Families Commission (RCCFC), also known as First 5 Riverside, provided pursuant to Proposition 10, subject to the attached Contract Terms and Conditions.

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

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Followed by:

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: BUDGET

ATTACHMENT C: PAYMENT PROVISIONS

ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY

Terms and Conditions

1. NOTICES

All correspondence and notices required or contemplated by this Contract shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

COMMISSION:

Stella Smith, Interim Executive Director
2002 Iowa Avenue, Suite 100
Riverside, California 92507

CONTRACTOR:

County of Riverside
Economic Development Agency
Vincent Coffeen
P.O. Box 1180
Riverside, California 92502

Or to such other addresses as the parties may hereafter designate in writing.

2. SOURCE AND SCOPE OF CONTRACT

- A. This Contract award is valid and enforceable only if sufficient funds are available to the Commission from Proposition 10 tax dollars for the total term of the Contract. It is mutually agreed that if the State does not appropriate sufficient Proposition 10 funds, this Contract shall be amended to reflect any reduction in funds.
- B. In addition, this Contract is subject to any additional restrictions, limitations, or conditions enacted by the State of California, which may affect the provisions, terms, or funding of this Contract in any manner.
- C. This Contract award is designated for an investment of funds in accordance with the current Commission Strategic Plan.

3. DEFINITIONS

The following are terminology included within the Terms and Conditions of the Contract are defined by the Riverside County Children & Families Commission as stated below:

Commission: The Riverside County Children & Families Commission, an assembly of Commissioners, appointed by the Riverside County Board of Supervisors and responsible for establishing policy and directing Proposition 10 funds at the county level.

Contractor: The government or other legal entity to which a contract is awarded and which shall be accountable to the Commission for the use of funds provided.

County: The Riverside County Children & Families Commission, the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

Executive Director: The designated lead director of the Commission or his or her designee.

Fiscal Year: The Commission's fiscal year is July 1 through June 30.

Probationary Status: CONTRACTOR is given notice of non-compliance and, after failure to correct deficiencies, has been placed in a status that may require additional monitoring, announced and unannounced visits, additional reporting by CONTRACTOR, an evaluation by Commission staff and a report to the Commission inclusive of recommendations regarding the disposition of the Contract.

Scope of Work (SOW): A documented qualitative and quantitative description of the project's deliverables (i.e. what the CONTRACTOR is funded to do). (See Attachment A).

4. TERM

The term of this Contract shall be from July 1, 2014 through September 30, 2021 unless sooner terminated by the provisions herein by either party. Funds shall not be automatically renewed by the Commission upon or after the term of the Contract except by formal amendment approved by the Commission.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

If CONTRACTOR fails to comply with any conditions contained within this Contract, the Commission may place the CONTRACTOR in a probationary status, temporarily withhold payments until the deficiency is corrected, deny funds for all or part of the cost of activity not in compliance, and/or request repayment to the Commission if any disallowance is rendered after audit findings. Written notification of non-compliance will be sent to the identified contact person and the CONTRACTOR's executive director or other lead staff authorized by the CONTRACTOR's governing board or ownership within twenty (20) working days.

6. TERMINATION

A. By Commission: The Commission may, by written notice to CONTRACTOR terminate this Contract in whole or in part at any time for the reasons as set forth below. Upon receipt of notice, CONTRACTOR shall immediately discontinue all work affected (unless the notice directs otherwise).

1. Termination for cause:

a. Due to Default or Breach of Contract. Upon default by the CONTRACTOR in the performance of this Contract or material breach of any of its provisions which include but are not limited to; change in status or delegation, assignment or alteration of the work outlined in Attachment A of this Contract, the Commission may immediately terminate this Contract by written notice, which shall be effective upon receipt by CONTRACTOR, unless Commission provides CONTRACTOR the opportunity to cure breach within twenty (20) days of receipt of notice, and CONTRACTOR does so to Commission's satisfaction.

b. Due to Health and Safety Concerns of Clients. The Commission may immediately terminate this Contract, at the sole discretion of the Commission when the CONTRACTOR has been accused and found to be in violation of any county, state, or federal law and/or regulation related to the health and safety of clients. Contract may also be immediately terminated at the sole

discretion of the Commission if the CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.

c. Due to Non-Appropriation. Termination may occur if no funds or insufficient funds are available for payments. After this Contract is terminated under these provisions, the Commission shall have no obligation to make further payments. Termination shall be effective immediately upon written notification of the decrease or elimination of funds.

d. Due to Non-Compliance. Termination may occur if CONTRACTOR fails to provide the Commission with any reports, data and/or information as required in this Contract. CONTRACTOR may be placed in a probationary status until compliance with the terms of the Contract has been met. CONTRACTOR will be given 30 days to cure the deficiency. If compliance is not met within the 30 days, the Commission may move forward with termination of the Contract.

- B. By CONTRACTOR:** CONTRACTOR may terminate this Contract in whole or in part upon thirty (30) calendar-days written notice to the Commission.

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

Funds received pursuant to this Contract shall not be used to supplant any program of the CONTRACTOR. Proposition 10 Funds shall ONLY be used to supplement a CONTRACTOR's program. The Commission endorses the California Children and Families Commission's interpretation of supplanting: The definition of "supplement" is to add to or augment something that currently exists, while "supplant" is defined as taking the place of something currently in existence. As defined in Health and Safety Code sections 130100 et seq. (the Children and Families Act), all monies raised pursuant to the Act shall be appropriated and expended by CONTRACTOR only to supplement existing levels of services. The Act specifically prohibits appropriation and expenditure of funds to supplant state or local general fund money for any purpose. Further, expenditures are prohibited for use to fund any existing levels of service.

8. SCOPE OF WORK (SOW)

- A.** CONTRACTOR will be required to submit and adhere to a Scope of Work approved by the Commission. The SOW will accurately reflect measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative and quantitative description of the program(s) objectives to be achieved in connection with Proposition 10 funding.
- B.** SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of the Contract shall be accepted for consideration through March 31st of each Fiscal Year. Requests for these types of SOW adjustments must be submitted to the Commission office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized Commission personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the Executive Director, or designee.

9. REIMBURSEMENT OF COSTS

Payment will not be provided for work performed and/or expenditures accrued prior to the full execution of this Contract unless previously authorized by Commission action. Reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the Scope of Work and methodology contained in Attachment A as determined by the Commission. The Commission shall allocate the funds to CONTRACTOR as follows:

- A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the budget, as set forth in Attachment B hereto.
- B. All funds will be distributed as detailed in the payment provision, as set forth in Attachment C hereto.

10. FISCAL REPORTING REQUIREMENTS

A. Fiscal Reporting

After the initial advance and project management advance as set forth in Attachment "C," fiscal expenditures for rent/utilities are required to be submitted on a quarterly basis by CONTRACTOR. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to Commission staff and adjusted before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the 2nd quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this quarterly fiscal reporting responsibility.**

In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the Commission's contract specialist assigned to the CONTRACTOR.

Costs may be allowed and reviewed for reimbursement up to the time of the Final Fiscal Expenditure Report, which is due July 20 each fiscal year. All reimbursement cost not submitted by July 20 each fiscal year will be disallowed.

Commission staff will send notification verifying payment amount, payment reduction or payment withheld. Changes in the mailing address or remit to address must be submitted in writing on the CONTRACTOR letterhead and signed by an authorized representative.

11. REIMBURSEMENT OF FUNDS TO THE COMMISSION

- A. Notwithstanding any other provision herein, Contractor agrees to reimburse, in full, any and all funds received from the Commission, upon request of the Commission, where such funds as determined by the Commission are not, or have not been utilized by Contractor for services provided to children ages 0 through 5 and their families. The terms and conditions of reimbursement shall be at the sole discretion of the Commission.

Any capital improvement projects with an aggregate cost of \$25,000 or more funded by Proposition 10 funds shall be maintained by the Contractor for services provided to children ages 0 through 5 and their families. Contractor is responsible for notifying RCCFC, in writing within 30 calendar days, in the event the project is delayed.

- B. Contractor will ensure any capital improvement projects with an aggregate cost of \$25,000 or more is utilized for a minimum of five (5) years from the date that capital improvement project is complete. Contractor will submit proof of completion of improvement project to RCCFC staff. The value of the improvement project items are listed in the Scope of Work as attached and will be amortized over the 5 year period. If Contractor fails to utilize the improvement project as set forth in the scope of Work, Contractor will immediately reimburse RCCFC, upon RCCFC's written request, based on the following schedule:

<u>Failure to use for 0-5 purposes</u>	<u>Required Compensation</u>
0 Months - 1 year	100% of value
1 year - 2 years	80%
2 years - 3 years	60%
3 years - 4 years	40%
4 years - 5 years	20%

12. RCCFC FISCAL REQUIREMENTS

A. Budget Adjustments

A budget adjustment is the transfer of funds from one approved line item to another approved line item. Individual transfers shall not exceed 10% of the approved destination category subtotal amount and in no case will cumulative transfers over the course of a fiscal year period exceed more than 10% of the total current fiscal year funding amount without written approval of the Executive Director, or designee. Written justification and notification from the CONTRACTOR is required to be submitted to the Commission's contract specialist during the month in which the transfer is made. Budget adjustments having a potential effect on the CONTRACTOR'S ability to comply with the SOW require prior approval from Executive Director, or designee. Budget adjustments will not change the total Contract amount and additional line items are **not** to be included. Failure of the Commission to discover or object to any unsatisfactory fiscal reports prior to payment will not constitute a waiver of the Commission's right to require CONTRACTOR to correct such reports. Budget Adjustments will be considered until June 30th of each Fiscal Year.

B. Budget Revisions

Budget revisions are requests to transfer more than 10% of the total Contract amount and/or the addition of line items that were not previously approved. The Executive Director, or designee, will accept proposed budget revisions along with written justification from CONTRACTOR through March 31st of each Fiscal Year. Any unused funding from each fiscal year within the Contract Term may be considered for "roll over" into the next fiscal year for allowable and preapproved budget revisions, contingent on approval of Executive Director, or designee. The Executive Director,

or designee, will respond to budget revisions within thirty (30) calendar days after receipt at the Commission office.

C. Amendments

Necessity for budget amendments to this Contract will be determined by the Executive Director, or designee, and may include, but are not limited to contract increases or decreases and significant changes to the Scope of Work (SOW). All budget amendments to the Contract shall require formal approval of the Executive Director acting on behalf of the Commission, as provided herein, before they are effective. Major budget amendments, as determined by the Executive Director, in consultation with Commission legal counsel, will require formal approval of the Commission. Contract budget amendments will be considered until March 31st of each Fiscal Year.

D. Cost Allocation

CONTRACTOR shall have or establish a cost allocation plan to identify prorated costs shared by multiple funding sources, including Proposition 10 funds. CONTRACTOR shall identify any other funding sources and organizations whose cooperation/participation is necessary to ensure the success of the project. CONTRACTOR's Cost Allocation Plan must be approved by CONTRACTOR's appropriate governing body and submitted with the executed Contract.

A Cost Allocation Plan (CAP) is defined as a written summarization that documents the methods and procedures that the CONTRACTOR will use to allocate costs between two or more programs or funding sources. The goal is to ensure that each program or funding source bears its fair share, and only its fair share, of the total costs. The CONTRACTOR must have a method of identifying and distributing program costs that are comprehensive, well documented, and defensible under the Generally Accepted Accounting Principles (GAAP).

A written CAP is required if any of the conditions below are met:

- a. Funded staff members share their time between a First 5 Commission funded program and one or more other grant funded programs.
- b. A single-funded staff member shares their time between two or more First 5 Commission funded programs.
- c. The same facilities and/or resources are utilized by more than one funded program.

13. INVENTORIABLE EQUIPMENT

- A. Inventoriable equipment includes equipment/fixed assets with a unit cost of \$1000 or more or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e. computer processing unit, keyboard, monitor) total \$1,000 or more. Inventoriable equipment derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted for children 0 through 5 years of age.

- B. The CONTRACTOR shall inventory and report any and all equipment purchases meeting this criterion, on the Commission Inventory Record Form. This record must be submitted within 45 days of purchase to the Commission's contract specialist assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be made available as requested during the Commission staff site visits. It is understood that the CONTRACTOR is liable for any/all liability and damages resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR, and/or their employees, agents, subcontractors and/or collaborating partners.

- C. Any remaining non-inventoriable items, material and supplies with a value of less than \$1000 will be used for children ages 0 through 5 years of age by a program serving this population, or returned to the Commission. If Contractor is no longer serving this population, all remaining items will be returned to First 5 Riverside within 30 days of the program ceasing operations.

14. REVERSION OF ASSETS

Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR's control or ownership that was acquired or improved in whole or in part with Proposition 10 funds disbursed under this Contract, or under any previous Contract between the Commission and CONTRACTOR, where the original cost exceeded one thousand dollars (\$1,000.00) shall either be: (1) used by CONTRACTOR for the work described in Attachment A, Scope of Work for a period of five (5) years after termination or expiration of this Contract, unless a different period is specified in Attachment A, Scope of Work; or (2) disposed of and proceeds paid to the Commission in a manner that results in the Commission being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to CONTRACTOR's out of pocket expenditures using non-commission funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

- A. In furtherance of the foregoing, if the Commission selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of the this Contract. This provision shall survive the termination or expiration of this Contract and shall be actionable at law or in equity by the Commission against CONTRACTOR and its successors in interest.

- B. In the event the Commission selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the Commission upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

15. TOBACCO CONTROL POLICY

CONTRACTOR shall abide by the Comprehensive Tobacco Control Policy, incorporated herein by reference, and as may be amended from time to time. CONTRACTOR shall have tobacco education and cessation materials visibly available and accessible to clients participating and to staff funded from the Commission funded activities. The Comprehensive Tobacco Control Policy is set forth as Attachment D hereto.

16. CONDUCT OF BUSINESS

CONTRACTOR shall comply with all references listed below. Failure to comply may place the CONTRACTOR in a Probationary Status or result in a Termination of Contract.

- A. CONTRACTOR shall be in compliance, and shall remain in compliance with all applicable state and/or federal laws, regulations or requirements during the term of the Contract.
- B. CONTRACTOR shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations or requirements.
- C. CONTRACTOR shall obtain and shall maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing work under this Contract.
- D. CONTRACTOR shall notify the Commission Executive Director (or designee) verbally and in writing their intent to cease operations of the facility or program within sixty (60), but no less than thirty (30) days, of the event.
- E. CONTRACTOR shall notify the Commission Executive Director (or designee) in writing within 72 hours of a change of key personnel funded under this Contract. Key personnel is defined as individuals who have a direct bearing on the outcome of the project, who have substantive responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on which the work of the project is based. This includes, but is not limited to the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.
- F. CONTRACTOR shall notify the Commission Executive Director (or designee) verbally and in writing of any condition that could interfere with CONTRACTOR's ability to perform required services and/or meet material Contract requirements within thirty (30) days of the learning of such a condition.
- G. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the Commission Executive Director any and all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within 24 hours of receipt of notice of violation from the governing entity. Agencies shall promptly submit to Commission Executive Director a copy of the response sent to the governing entity.
- H. CONTRACTOR shall immediately notify the Commission upon the intent to file or filing of any action of bankruptcy.
- I. CONTRACTOR shall immediately notify the Commission upon the commencement of any litigation, whether CONTRACTOR is the plaintiff or defendant, where such

litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract, and where the Commission is not a party to such litigation.

- J. CONTRACTOR shall immediately notify the Commission upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.

17. RECORDS MANAGEMENT AND MAINTENANCE

- A. The CONTRACTOR shall make reports to the Commission in the required format and containing information as may be required by the Commission.
- B. The CONTRACTOR shall also provide additional reports or information if required by the State or the local Commission and was not reasonably anticipated at the time the Contract was entered into.

CONTRACTOR shall submit fiscal expenditures on a monthly basis by the 20th of the month following the end of the reporting period.
- C. CONTRACTOR shall retain such reports, and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by recessions or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.
- D. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).

18. PUBLIC DISCLOSURE OF DOCUMENTS

CONTRACTOR acknowledges and agrees that information, communications, and documents given by or to the Commission and meetings involving the Commission members, staff, or advisory committee members may be subject to applicable law on public disclosures and/or public meetings. CONTRACTOR shall cooperate with the Commission in order that it may fully comply with the requirements of such laws and regulations.

19. GOVERNING LAW AND VENUE

- A. This Contract is entered into under the provisions of Health and Safety Code section 130100 et seq., as may be amended from time to time and any other applicable law.
- B. This Contract, and its construction and interpretation as to validity, performance and breach shall be construed under the laws of the State of California. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.
- D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

20. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

- A.** The Commission holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that Commission does not enter into, or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy any and all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may not look to the Commission for any payment, liability, or assistance in the remedy of any actual or alleged breach.
- B.** CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. Any and all subcontractor(s) shall conform to all requirements of the Commission and any Contract between the CONTRACTOR and the Commission.
- C.** The Contractor shall not enter into any subcontract with any subcontractor who:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
 2. has within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 4. within a 3-year period preceding this Contract, has had one or more public transactions (Federal, State, or local) terminated for cause or default.
- D.** The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- E.** The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- F.** Nothing contained in this contract shall create any contractual relationship between any subcontractor and the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

21. PUBLICITY AND ATTRIBUTION REQUIREMENTS

- A. Upon signing this Contract, CONTRACTOR shall publicize their funded program and partnership with the Commission by creating a press release to be distributed to local media outlets. The press release shall be sent to First 5 Riverside for review and approval within 14 days of signing of Contract. No later than 5 days after the press release is reviewed and approved by First 5 Riverside, the press release shall be distributed to local media outlets. Should guidance be needed on this requirement, please contact Commission public information specialist.
- B. CONTRACTOR shall include the following acknowledgment of the Commission and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to Commission funded programs. These materials include but are not limited to the following: brochures, workbooks, flyers, circulars, posters, games, television, radio and print advertising, public service announcements and video news releases, calendar/event listings, presentations, telephone hold messages, outdoor advertising and vehicles. The wording of the First 5 Riverside attribution shall be one of the following:
- "Made possible by funding from First 5 Riverside"
"Funded by First 5 Riverside"
"Funded by First 5 Riverside - the Riverside County Children & Families Commission"
- "Hecho posible por medio de fondos de Primeros 5 Riverside"
"Financiado por Primeros 5 Riverside"
- For events, conferences or programs with multiple funders, one of the following attributions shall be used:
- "Funded in part by First 5 Riverside"
"Funded in part by First 5 Riverside - the Riverside County Children & Families Commission"
"Made possible by funding from First 5 Riverside"
"Financiado parcialmente por Primeros 5 Riverside"
"Financiado parcialmente por Primeros 5 Riverside - Comisión de Niños y Familias del Condado de Riverside"
- When space is limited (buttons, pencils, pens, etc.), attribution may be omitted. However, CONTRACTORS shall contact the Commission's public information specialist to determine an appropriate method of providing attribution to the public regarding the funding source for such items.
- C. The approved First 5 Riverside logo (graphic) shall be used on materials specific to the Commission funded program. CONTRACTOR shall use the approved First 5 Riverside logo (graphic) on public education and outreach materials in accordance with the First 5 Riverside graphics attribution standard as posted on the Commission public web site (www.rccfc.org)
- D. CONTRACTOR shall provide the Commission staff/public information specialist a copy of all public information/relations products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to

submitting to print. News releases should be submitted as soon as possible but not later than seven (7) days before public release is scheduled.

- E. The Commission's public information specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the Commission policies. Policies will be available on the Commission public website (www.rccfc.org) and/or the First 5 Riverside Data Management System.

22. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

CONTRACTOR agrees that it shall not require client participation in political or religious activities in order to receive services for programs funded by the Commission. Furthermore, Proposition 10 funds shall be used only for the purposes specified in this Contract and in any attachments hereto. No Proposition 10 funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No Proposition 10 funds shall be used for purposes of religious worship, instruction or proselytizing.

23. NON-DISCRIMINATION

This Contract hereby incorporates by reference the provisions of Title 2, CCR, Section 8107 et seq., as may be amended from time to time. CONTRACTOR agrees to comply with the provisions of Title 2, CCR, Section 8107 et seq. and further agrees to include this Non-Discrimination clause in any and all subcontracts to perform services under this Contract.

24. INDEPENDENT CONTRACTOR

It is understood and agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the CONTRACTOR and the Commission. The CONTRACTOR, nor CONTRACTOR's officers, agents, employees or subcontractors, shall not be entitled to any Commission paid employee benefits, including Workers' Compensation.

25. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the Commission, the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees or COUNTY) from any and all liability whatsoever, including wrongful death, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives from this Contract. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Contract shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

- A. If CONTRACTOR is a public entity, as defined by applicable law, the Commission and CONTRACTOR, to the extent that liability may be imposed on the Commission by the provisions of Government Code Section 895.2, shall be liable for their own acts or omissions, including all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect, caused or alleged to have been caused by either the Commission or CONTRACTOR, their employees or representatives, performance or omission of any act or responsibility of either party under this Contract. In the event that a claim is made against both the Commission and CONTRACTOR, both parties shall cooperate in the defense of said claim and to cause their insurers to do likewise.
- B. CONTRACTOR agrees to indemnify the Commission for all federal/state withholding or state retirement payments, which the Commission may be required to make by the federal or state government as a result of this Contract. If for any reason, CONTRACTOR is determined not to be an independent contractor to the Commission in carrying out the terms of the Contract, such indemnification shall be paid in full to the Commission upon sixty (60) calendar days written notice to CONTRACTOR if a federal and/or state determination is made that such payment is required.

26. INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Contract.

Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person

per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement or a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in

coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4. It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
5. If, during the term of this Contract or any extension thereof, there is a material change in the scope of work; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
6. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
7. The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
8. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

Adjustment and/or Waiver of Requirements:

The Executive Director, or designee, in consultation with the Commission's Risk Manager, may adjust the insurance requirements set forth herein as deemed necessary for the Contract, and/or may waive insurance requirements where not applicable to the Contract. Insurance endorsements shall be submitted to the Commission upon submission of the fully executed Contract, but no later than when contract work commences.

27. ASSIGNMENT

This Contract shall not be assigned by CONTRACTOR, either in whole or in part, without prior written consent of the Commission, as approved and authorized by formal action of the Commission.

28. ALTERATION AND/OR AMENDMENT

No alteration, amendment, or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto. Oral understandings or Contract not incorporated herein shall not be binding on any of the parties hereto. As provided herein, the Executive Director of the Commission, acting on behalf of the Commission, may alter or revise this Contract on behalf of the Commission. Material alterations and/or amendments, as determined by the Executive Director in consultation with Commission legal counsel, will require formal approval of the Commission. Except as provided herein, the parties expressly recognized that individual Commission members, advisory committee members, or staff to the Commission is without authorization to either change or waive any material requirements of this Contract without formal action of the Commission.

29. CONFLICT OF INTEREST

CONTRACTOR shall have no economic interest, and shall not acquire any economic interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Contract.

30. WAIVER AND SEVERABILITY

Any waiver by the Commission of any breach of any one (1) or more terms of this Contract shall not be construed to be a waiver of any subsequent or other breach of the same term of any other term herein. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

31. DISALLOWANCE

In the event CONTRACTOR receives payment for work under this Contract, which is later disallowed for nonconformance with the terms and conditions herein, CONTRACTOR shall promptly refund the disallowed amount to the Commission upon request. The Commission retains the option to offset the amount disallowed from any payment due to the CONTRACTOR under this Contract, or under any other Contract, or Contract between CONTRACTOR and the Commission.

32. OFFICIAL DOCUMENTS

Upon the Contract approval by the Commission, one (1) completed set of this document will be sent to the CONTRACTOR. Such copy shall be the officially approved Contract for the conduct of the approved project.

33. ENTIRE CONTRACT

This Contract, inclusive of all attachments and exhibits, constitutes the entire Contract between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous Contract of any kind of nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Contract shall be by the provisions of the section entitled "alteration and/or amendment" herein.

34. NONEXCLUSIVE CONTRACT

CONTRACTOR understands that this is not an exclusive Contract and that the Commission shall have the right to negotiate with and enter into Contracts with others providing the same or similar services as those provided by CONTRACTOR as the Commission desires, and at the sole discretion of the Commission.

35. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT

CONTRACTOR certifies that the individual signing herein has authority to execute this Contract on behalf of CONTRACTOR, and may legally bind CONTRACTOR to the terms and conditions of this Contract, and any attachments hereto.

36. COMPLIANCE WITH LAW


CONTRACTOR shall, at its sole cost and expense, comply with all County, State, and Federal law now in force or which may hereafter be in force with regard to this Contract. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action against CONTRACTOR, whether the Commission be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and the Commission.

37. CONFLICTS IN INTERPRETATION

In the event of conflict in interpretation by the parties of the provisions contained in the numbered sections of this Contract and the provisions contained in the Attachments hereto, the provisions of the attachments in the Contract shall prevail over those in numbered sections.

IN WITNESS WHEREOF, Commission and CONTRACTOR have executed this Contract.

Authorized Signature for Commission:	Authorized Signature for CONTRACTOR:
Printed Name of Person Signing:	Printed Name of Person Signing:
Stella Smith	Jeff Stone
Title:	Title:
Interim Executive Director	Chairman, Board of Supervisors
Date:	ATTEST: Kecia Harper-Ihem Clerk of the Board
Attest:	By: _____ Deputy
Title: Commission Secretary	APPROVED AS TO FORM: Pamela J. Walls County Counsel

By: 
Neal Kipnis
Deputy County Counsel

ATTACHMENT A: SCOPE OF WORK

The following improvements will be made to the Mead Valley Child Care Center; specifically the five classrooms, children's bathrooms and outdoor play spaces indicated the following elements require modification in order to meet Department of Social Services, Title 22 Child Care Center Licensing Regulations.

1. Infant Classroom
 - a. Modify the existing sink to create a diaper changing and hand washing area
 - b. Add drinking fountain to existing sink area
 - c. Equip/install dishwasher and refrigerator in the food preparation sink area
 - d. Installation of permanent viewable wall for the crib (nap/resting) area
 - e. Installation of viewable half door into infant activity area
 - f. Installation of window treatments to include shade screen (window tinting) and mini blinds
2. Toddler Classroom
 - a. Installation of a diaper changing and hand washing area
 - b. Equip/install dishwasher and refrigerator for meals
 - c. Installation of viewable half door into toddler activity area
 - d. Installation of window treatments to include shade screen (window tinting) and mini blinds
3. Preschool Classroom
 - a. Installation of an adult L sized food preparation area to include sink, counter, dishwasher and refrigerator area
 - b. Installation of storage cabinets above adult L sized food preparation area
 - c. Installation of window treatment to include shade screen (window tinting) and mini blinds
4. Prekindergarten Classroom
 - a. Installation of an adult L sized food preparation area to include sink, counter, dishwasher and refrigerator area
 - b. Installation of storage cabinets above adult L sized food preparation area
 - c. Installation of window treatment to include shade screen (window tinting) and mini blinds
5. School age Classroom
 - a. Installation of food preparation counter and cabinets
 - b. Modify children's bathroom to create single unisex bathroom
 - c. Installation of window tinting
6. Preparation/Service Kitchen

- a. Installation of security door/lock to entrance
 - b. Installation of locks on cabinets
 - c. Installation of commercial grade refrigerator and dishwasher
7. Outdoor play areas
- a. Install panic hardware bars at both entrances
 - b. Modify fencing (to eliminate) gaps
 - c. Remove sand and replace with playground safety rated rubber surfacing
 - d. Relocate metal outdoor benches to causeway
 - e. Remove hazardous ground covering (i.e. cactus, succulents) and replace with material consistent with the property's ground covering material and irrigation system
 - f. Relocate existing shade structures
 - g. Install additional shade coverings as needed

To ensure the classroom environments meet or exceed criteria specified in the Infant Toddler Environmental Rating Scale (ITERS); Environmental Rating Scale for Preschool (ECERS); and School Age Environmental Rating Scale (SACERS), developmentally and culturally relevant furniture, materials, equipment and supplies will be required and reimbursed under this contract in accordance with the Attachment B - Budget.

ATTACHMENT B - BUDGET

Mead Valley Community Center - Child Day Care Necessary Improvements

FY2014-15 FY2015-16 FY2016-17 FY2017-18 FY2018-19 FY2019-20 FY2020-21 FY2021-22

New exterior shades over equipment areas, includes architect fee.
 Exterior rod Iron Gate for emergency exit, install panic bars.
 Exterior divider fencing, gates and mesh – vinyl coated small chain link.
 Electrical dedicated circuits for hand dryers, dishwashers and refrigerators,
 Window film and roller shades.
 Service Kitchen dishwasher and refrigerator cost.
 Central Refrigerator, Room 119 (large classroom).
 Hand Dryers for restrooms, total of (4).
 Appliances for each Day Care Rooms, Dishwasher (6) and Refrigerator (5).
 Changing Tables, stairs with handrails and steps (6).
 Construction for walls, kitchenettes, drinking fountains, cabinets etc.
 Plumbing for new dishwashers, hand wash sinks (wall mount) and DF spigots.
 6'x3' Enclosed Cork Bulletin Boards with Aluminum Frame.
 Exterior playground removal of sand and mulch, replace with formed rubber.
 Safety Issues – Screen in 2nd floor light wells to prevent fall hazard.
 Miscellaneous Construction.

Sub Total	\$239,792						
Furniture and Equipment	\$36,001						
Projected Rent/Maintenance/Utilities	\$44,000	\$66,200	\$67,880	\$67,111	\$68,814	\$70,559	\$72,348
Project Management	\$23,980						
Total Investment	\$343,773	\$66,200	\$67,880	\$67,111	\$68,814	\$70,559	\$72,348
							\$7,000

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum reimbursable amount over the life of this Contract is **\$763,685.00** as awarded by the Riverside County Children and Families Commission (RCCFC), also known as First 5 Riverside, provided pursuant to Proposition 10.

CONTRACT PERIOD: **07/01/14 – 09/30/21**

1. Method, Time and Schedule Conditions of Payment

a. Initial advance payment will include the following:

1. Improvements - \$239,792
2. Furniture and Equipment - \$36,001
3. Rent/Utilities - \$11,250 (1/4 of current funding period amount)
(as referenced in Attachment B) and shall be disbursed at the commencement of the Contract so long as all of the following conditions have been met:

- a). The Contract has been approved by the Commission;
- b). The Contract has been fully executed by all parties;
- c). All applicable licenses in order to comply with the terms of the Scope of Work (Attachment A) are current and valid;

b. Project Management - \$23,980 (due upon completion of purchases)

c. Subsequent disbursements for Rent/Utilities will be reconciled and paid based on actual program expenditures and a projection of those expenses through the next quarter ending date, minus funds already paid year-to-date.

Under special circumstances, CONTRACTOR may request advance disbursements. A supplemental disbursement request along with justification must be submitted, in writing, to the Executive Director or designee. If approved, total funding disbursed shall not exceed 90% of total budget amount for the fiscal year. If funding beyond the fiscal year is requested, approval may only be granted by the Executive Director or Commission, as necessary. The Executive Director, or designee, reserves the right to withhold or reduce disbursement of funds if CONTRACTOR fails to 1) achieve results as projected and no Commission approved plan is in place for improvement, or 2) if the CONTRACTOR is not in compliance with any provision contained within this Contract.

d. Subsequent disbursements shall not result in more than 90% of the total current funding period amount paid. The final 10% of the funding period amount approved for the Fiscal Year will be paid based on final expenditures as of June 30th and reported as of July 20th, which is the final deadline to submit expenditures. Expenditures made after June 30th will not be accepted.

B. QUARTERLY RECONCILIATION

All purchases must be clearly identified on the itemized receipt with a verified proof of payment. Acceptable proof of payment is cancelled checks or credit card statements. If payment is processed with a credit card, a copy of the credit card statement will be required. If payment is processed with a check, a copy of the cancelled check from your banking institute will be required.

Expenditures may be submitted quarterly. Attachment B: Budget has been designed to identify each approved item by line number. The line number will need to be written on your receipt identifying what was purchased. You must submit each receipt with each purchased item identified along with the proof of payment for processing. Failure to submit receipts properly will delay the next payment.

**ATTACHMENT D:
COMPREHENSIVE TOBACCO CONTROL POLICY**

As a material condition of the Contract, the CONTRACTOR shall agree that the CONTRACTOR and the CONTRACTOR's employees, while receiving funding from the Commission:

1. Shall not use tobacco products while using the CONTRACTOR's property e.g., vehicle, equipment;
2. Shall not sell, offer or provide tobacco products on CONTRACTOR 's premises;
3. Shall have tobacco education and cessation materials visibly available and accessible to clients participating in activities funded by Proposition 10 funds;
4. Shall assure that the CONTRACTOR and its employees have no current business association or relationship with the tobacco industry, and further agrees to neither accept nor solicit financial contributions, sponsorships, gifts, or services from any tobacco company, executive, or tobacco-related function; and
5. Shall make a reasonable effort to divest of all investments in companies that derive 15% or more of their revenues from tobacco.

The Commission may terminate for default or breach of this Contract and any other Contract the CONTRACTOR has with the Commission, if the CONTRACTOR or CONTRACTOR 's employees, are determined by the Executive Director, or designee, not to be in compliance with the conditions set forth herein.

If the CONTRACTOR or CONTRACTOR's employees, are determined by the Executive Director, or designee, not to be in compliance with the conditions set forth herein, the Commission may terminate for default or breach of this Contract and any other Contract the Commission has with the CONTRACTOR.

In instances where the CONTRACTOR is part of a larger entity, and where the entity has an investment policy set by governance officials other than the CONTRACTOR, and the CONTRACTOR is not directly involved in such investment decisions, CONTRACTOR agrees to the provisions herein as required in the programs and activities under the direct control of the CONTRACTOR to the satisfaction of the Executive Director, or designee. Activities of the larger entity other than investment decisions, which are not under the direct control of CONTRACTOR, shall not be considered to be in violation of CONTRACTOR's activities pursuant to the policy.